

## **EXHIBIT 5**

**BANC SERVICES INTERNATIONAL LLC**

115 North Main Street  
Charleston, Missouri 63834

November 30, 2018

Dinosaur Merchant Bank Limited  
48-54 Moorgate  
4th Floor  
London, United Kingdom EC2R 6EJ  
Attention: Mr. Arsen Babayan Chobanyan (email: [abchobanyan@dinogroup.eu](mailto:abchobanyan@dinogroup.eu))

**VIA EMAIL**

RE: Payment Request BCB2117 under that certain International Payment Services Agreement dated as of October 13, 2017 (the "**Services Agreement**") by and between Bancservices International LLC ("**BSI**") and Dinosaur Merchant Bank Limited ("**Dinosaur**"); capitalized terms used herein but not otherwise defined have the meanings ascribed thereto in the Services Agreement

Dear Sirs

On November 14, 2018, BSI's UK affiliate Global Wire Limited ("**GWL**") was notified by ING Bank ("**ING**") that Dinosaur's payment request BCB2117 in the amount of USD \$17,348,645.00 was rejected and ING returned to GWL the amount of USD \$17,348,592.50 after ING deducted its processing fee.

We are continuing to examine the reasons for the payment rejection and continue to be concerned that this payment has subjected us to substantial potential legal and financial risk given that it was rejected by the recipient bank and given that it involved Petroleos de Venezuela, S.A. ("**PDVSA**"), an entity considered part of the Government of Venezuela and subject to various prohibitions and sanctions imposed by the United States Office of Foreign Assets Control ("**OFAC**") as well as various recent corruption allegations.

We appreciate Dinosaur's continued assistance in providing supporting documentation relating to Payment Request BCB2117, but we have not yet received sufficient information to complete our investigation into this matter. We will communicate any additional information requests, but one item that we need to receive is documentation from the Curacao court that authorizes this payment given that Payment Request BCB2117 was rejected. It appears from the information that Dinosaur has provided so far that the Curacao court seized the cargo of crude oil from PDVSA in favor of creditors in the amount of USD \$17,348,645. Given this, we need to receive a copy of documentation from the Curacao court that directs any payment from Tipco Asphalt Public Company Ltd ("**Tipco**") to be paid to the Curacao court. Please email such documentation to the undersigned at [admin@bancwire.org](mailto:admin@bancwire.org).

Also, in the October 10, 2018 "Payment Instruction" delivered by PDVSA to TIPCO, PDVSA indicates that the purchase price under the contract between PDVSA and TIPCO is USD \$23,468,931.86. Accordingly, it appears that USD \$17,348,645 of the purchase price was needed to pay PDVSA's creditors and release the seized cargo from the Curacao court. We are examining to understand what portion of the USD \$6,120,286.86 balance has been or will be paid to PDVSA, but any information you can provide would be appreciated. Again, please email such documentation to the undersigned at [admin@bancwire.org](mailto:admin@bancwire.org).

While we continue to perform our investigation into this payment request and our potential risk and liability, we are prepared to instruct GWL to process a return payment to Dinosaur, subject to the following:

- We will deduct for payment to BSI a 5% processing fee (i.e., USD \$17,348,592.50 x 5% = USD \$867,429.63); and
- We will deduct and continue to hold in escrow an amount equal to 15% (i.e., USD \$17,348,592 x 15% = \$2,602,288.88) that we will hold in escrow until we are satisfied that there are no damages, claims, losses or other liability due to the nature of this transaction. Until such time, this amount will secure Dinosaur's indemnification obligations under the Services Agreement

and at any time we can apply any portion of this amount as needed to satisfy any related claim or if we do not receive the information needed to complete our investigation of this matter.

After deducting these amounts, GWL will be prepared to remit to Dinosaur the balance of USD \$13,878,873.99.

Upon our satisfaction that there are no damages, claims, losses or other liability resulting from this transaction (after our confirmation that we have received all requested documentation to our satisfaction), we will remit to Dinosaur the remaining escrow amount, less any amounts needed to satisfy any such damages, claims, losses or other liability. If within sixty (60) days of the date of this correspondence we have not reached such satisfaction for any reason (including any failure by Dinosaur to deliver any and all requested supporting documentation), the then remaining balance of the escrow shall be remitted to BSI (or any BSI-designated entity) and Dinosaur shall have no further claim to such amount.

Nothing in this correspondence shall be construed to limit or modify any of BSI's rights or remedies. All of the terms of the Services Agreement remain in full force and effect, and we reserve all additional rights and remedies.

Sincerely,

BANSERVICES INTERNATIONAL LLC

By: Glenn C. Ault  
Glenn C. Ault, Member